

ITEL RAIL

RECORDATION NO. 13554-B Filed 1425

FFB - 1 1983 - 3 20 PM

INTERSTATE COMMERCE COMMISSION

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

3- 032:1147

January 25, 1983

FEB 1 1983
Date
Fee \$ 10.00

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FEB 1 3 11 PM '83
I.C.C. O.P.R.
FEE OPERATION B.R.

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation as an additional filing under I.C.C. recordation No. 13554, filed on February 18, 1982 at 2:40 P.M., four counterparts of the following document:

Amendment No. 2 dated November 24, 1982, to the
Boxcar Sublease Agreement dated October 21, 1981
between East Camden & Highland Railroad and Green
Bay & Western Railroad Company.

The names and addresses of the parties to the aforementioned Amendment are:

1. East Camden & Highland Railroad Company
P.O. Box 3180
East Camden, Arkansas 71701
2. Green Bay & Western Railroad Company
P.O. Box 2507
Green Bay, Wisconsin 54306

The equipment covered by this Amendment is fifty (50) boxcars (AAR mechanical designation XM, 50'6" in length) bearing reporting marks GBW 10000-10049.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary
January 25, 1983
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Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,


Patricia Salas Pineda
Counsel

PSP:dmm
Enclosures

cc: Michael Walsh, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10020

Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Doug Drummond
Itel Corporation

FFB - 1 1983 - 3 26 PM

L-0393
11/23/82

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 (the "Amendment") to that certain Sublease Agreement (the "Sublease") dated as of October 21, 1981 between EAST CAMDEN AND HIGHLAND RAILROAD COMPANY as sublessor ("Sublessor") and GREEN BAY AND WESTERN RAILROAD COMPANY as sublessee ("Sublessee") is made this 24th day of November, 1982, by and between Sublessor and Sublessee.

W I T N E S S E T H:

WHEREAS, Sublessor is the Lessee and Itel Corporation, Rail Division ("Itel Rail") is the Lessor under that certain Lease Agreement dated as of April 26, 1978 pursuant to which Itel Rail leased to Sublessor three hundred fifty (350) fifty-foot (50') boxcars and one hundred fifty (150) sixty-foot (60') boxcars described therein;

WHEREAS, Sublessor, with the consent of Itel Rail, subleased fifty (50) of the fifty-foot (50') boxcars (the "Cars") to Sublessee under the Sublease; and

WHEREAS, with Itel Rail's consent, Sublessor and Sublessee desire to extend the term of the Sublease.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties hereto agree to amend the Sublease as follows:

1. All terms defined in the Sublease shall have their defined meanings when used in this Amendment.
2. Section 2 of the Agreement is hereby deleted in its entirety and replaced by the following:

"2. Term

This Sublease shall remain in full force until it is terminated as to all of the Cars as provided herein. The term of the Sublease with respect to each Car described on each Schedule shall commence at 12:00 p.m. on the date and at the location that such Car is remarked pursuant to Section 3.A. hereof, and shall expire as to all the Cars described on each Schedule on December 31, 1983 (the "Initial Term"). This Sublease shall be automatically extended for not more than ten (10) consecutive periods of twelve (12) months each ("Extended Term(s)"), provided, however that Sublessor may terminate this Sublease during the Initial Terms or any Extended Terms upon ninety (90) days prior written notice delivered to Sublessee."

3. Except as expressly modified by this Amendment, all terms and provisions of the Sublease shall remain in full force and effect.

ASSIGNED TO FIRST SECURITY BANK
OF UTAH, N.A., TRUSTEE, UNDER
A LEASE ASSIGNMENT DATED
AS OF APRIL 16, 1982

LESSOR'S INTEREST ASSIGNED TO
FIRST SECURITY BANK OF
UTAH, N.A., WITH RESPECT TO
CARS NUMBERED GBW 10000-10049

4. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

EAST CAMDEN AND HIGHLAND
RAILROAD COMPANY

By: Don E. Gant

Title: Exe. V.P.

Date: 12-3-82

GREEN BAY AND WESTERN
RAILROAD COMPANY

By: D. Lockaday

Title: President

Date: 12-21-82

ACKNOWLEDGMENT AND CONSENT:

Edward M. O'Brien

Itel Corporation, Rail Division

Date: 1-4-83

STATE OF ARKANSAS)
COUNTY OF OUACHITA) ss:)

On this 3rd day of DECEMBER, 1982, before me personally appeared DON E. GHENT, to me personally known, who being by me duly sworn says that such person is EXE. VICE-PRESIDENT of East Camden and Highland Railroad Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

MY COMMISSION EXPIRES 11-15-84

Sarah L. Derrick
Notary Public

STATE OF Wisconsin)
COUNTY OF Brown) ss:

On this 21st day of December, 1982, before me personally appeared C. J. Lockaday, to me personally known, who being by me duly sworn says that such person is President of Green Bay and Western Railroad Company, that the foregoing Amendment No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert L. Goethe
Notary Public

Robert L. Goethe
Notary Public State of Wisconsin
My Commission Expires Feb. 23, 1988